

8-13-71

Man
William A. Moffat

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA acting by and through its State Highway Department, as party of the first part, and the CITY OF MESA, as party of the second part.

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System within the City of Mesa. These improvements shall include, but not be limited to, the installation of traffic signals and highway lighting on State Route 87 at Southern Avenue.

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the operation and maintenance of the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed to effectuate the same by writing their understandings and agreements pursuant to which the said improvements shall be made and subsequently operated, maintained, and replaced.

ARTICLE I

CONSIDERATION of the covenants of the State herein set forth and the performance thereof, the City agrees:

In the event of any future City initiated construction.

For the above-referenced intersections, the project plans shall include and shall details for the relocation and/or modification of any or all traffic signals and/or illumination equipment, and such plans shall be the City's expense.

2. That any proposed modifications of traffic signals and/or illumination equipment on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

3. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the City.

4. To furnish all labor, tools and construction equipment necessary to replace damaged or defective materials and apparatus, and when necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions, to be State-furnished.

5. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installations. Various items of maintenance shall include, but not limited to the following:

- (a) Replace lamps semi-annually or as required by burn-out with approved long-life signal lamps. Lamps to be furnished by the City.
- (b) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner, if required.
- (c) Signal heads, brackets, poles, posts, control boxes, housings and conduits above ground shall be repainted every two years or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. State-approved paint to be furnished by the City.
- (d) The signal heads shall be focused as required.
- (e) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.
- (f) Furnish electrical energy.
- (g) To pay installation charges for telephone circuit used in the signal interconnect circuit (when utilized).

- (h) To pay monthly telephone charges for interconnect circuit
(when utilized).

That maintenance shall continue until such time, as by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required for the maintenance of the signal system.
2. In future State initiated construction projects on the State Highway System within the City, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the City for its approval. All costs of such work shall be at the State's expense.
3. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required based upon and supported by future traffic studies.
4. To operate and maintain the traffic signal controller and housing unless the State requests the City to assume this responsibility and the City by written notice concurs.

ARTICLE III

1. IN CONSIDERATION of these premises, it is mutually agreed that the State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated and shall assume sole responsibility for the performance by it and its officers and employees of and with respect to its duties hereunder; and the City shall indemnify, save harmless, and defend the State, its officers

and employees; from all suits, actions or claims of any character brought because of any personal injuries or property damage received or sustained by any person, persons or property as a proximate result of the negligence or willful misconduct of the City or its employees in the conduct of operations required of the City by this Agreement, in safe-guarding or accomplishing the work required of the City hereunder, or in furnishing and using unacceptable materials in constructing said work required of it hereunder.

2. This contract shall remain in force and effect until such time as either party hereto notifies the other of its intent to no longer be bound by the agreements and provisions hereto contained. Such notification shall be by registered mail and the contract shall be of no force and effect thirty (30) days subsequent to the receipt of such notice. It is further understood and agreed that all work required to be done under this contract in excess of funds now appropriated and budgeted for this purpose shall not be done nor any obligation incurred therefor until such time as additional funds are appropriated and budgeted. In the event funds are not appropriated by either party for continuance of the terms set forth herein, the party not budgeting additional funds shall notify the other party within thirty (30) days of the expiration of the currently budgeted funds so that appropriate arrangements may be made for the proper continuance of the work, and no right of action or damages shall accrue to the benefit of the parties hereto as to that portion of the contract that may so become null and void.

3. The obligations undertaken by the respective parties hereto are of such a nature that they are annually included within a portion of each respective party's budget, and therefore there need not be a separate budget established to finance those expenditures set out in this agreement.

4. It is understood by both parties hereto that upon the termination of this agreement for any cause whatsoever, all properties which are the

subject matter of this agreement are declared to be property of the Arizona Highway Department.

5. Any disposal of properties subject to this agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

6. The undersigned parties certify that prior approval for this agreement has been affirmed by the Arizona Highway Commission and the City Council.

ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures the CITY OF MESA, on the 10th day of August, 19 71 and the STATE OF ARIZONA, acting by and through its State Highway Department on the 13th day of August, 19 71.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

[Signature]
A. L. CHADWICK
Chief Deputy State Engineer

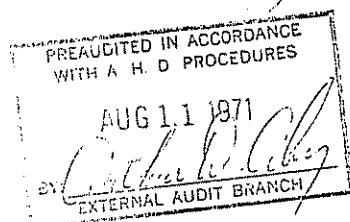
CITY OF Mesa

Attest:

[Signature]
City Clerk

BY:

[Signature]
City Manager



August 25, 1971

The Honorable Jack J. Taylor
Mayor, City of Mesa
P.O. Box 1280
Mesa, Arizona

Re: Maintenance of Traffic Signals and Highway Lighting on
State Route 87 at Southern Avenue, City of Mesa &
Installation and Maintenance of Traffic Signals and
Highway Lighting at the Intersection of SR 87 and
8th Avenue - Agreements

Dear Mayor Taylor:

Forwarded herewith are two originals of the above
referenced Agreements.

These have been fully-executed and are for your
files.

Very truly yours,

WM. N. PRICE
State Highway Engineer

EUGENE F. IRELAND
Traffic Engineer
Traffic Operations Division

EFI:mz
Atts.

cc: Miles G. Livesay

Thiel